

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE

PORTLAND PILOTS, INC.

v.

2:15-cv-00442-DBH

M/V NOVA STAR
her engines, tackle, equipment, appurtenances, etc.,
in rem,

Defendant.

WORLD FUEL SERVICES, INC.,
d/b/a TRANS-TEC,

Intervening Plaintiff,

v.

M/V NOVA STAR
her engines, tackle, equipment, appurtenances, etc.,
in rem,

and

NOVA STAR CRUISES, LTD.
in personam,

Defendants.

VERIFIED COMPLAINT

Intervening Plaintiff World Fuel Services, Inc., d/b/a TRANS-TEC, by its attorneys, for its Verified Complaint against the M/V NOVA STAR, her engines, tackle, equipment, appurtenances, etc., *in rem*, and against Nova Star Cruises Ltd., *in personam*, states and alleges as follows:

Jurisdiction and Venue

1. This is a case of admiralty and maritime jurisdiction arising under Rule 9(h) of the Federal Rules of Civil Procedure.

2. Jurisdiction of this Court is proper pursuant to Article III, Section 2, Clause 1 of the Constitution of the United States, and under 28 U.S.C. § 1333(1).

3. Venue is proper in this district because the M/V NOVA STAR is now, or will be during the pendency of this action, within this district and within the jurisdiction of this Honorable Court and because the relevant transactions occurred within the district.

The Parties

4. Intervening Plaintiff World Fuel Services, Inc., d/b/a TRANS-TEC, (“World Fuel Services”) is a corporation organized under the laws of the State of Texas.

5. Upon information and belief, the M/V NOVA STAR is a ship owned by Singapore Technologies Marine Limited (“ST Marine”), and operated by Defendant Nova Star Cruises Limited (“Nova Star Cruises”) as bareboat charterer. ST Marine is a foreign corporation with offices in Singapore. Defendant Nova Star Cruises is a Nova Scotia corporation registered to do business in Maine.

6. Upon information and belief, at the times relevant to this suit, the M/V NOVA STAR was bareboat chartered to Defendant Nova Star Cruises.

7. The M/V NOVA STAR is now or will be during the pendency of this action within this district and within the jurisdiction of this court.

8. On or about August 3, 2015, World Fuel Services, Inc. (“World Fuel Services”) entered into an agreement with the M/V NOVA STAR and Nova Star Cruises. (“Nova Star

Cruises”) to provide bunkers to the M/V NOVA STAR. A copy of the confirmation of the agreement is attached as Exhibit 1.

9. The agreement provided that World Fuel Services’ independent subcontractor and third party physical supplier Global Companies, LLC (“Global”) would make the fuel delivery. The agreement incorporated, by explicit reference, World Fuel Services’ General Terms and Conditions and provided the web address to access those terms and conditions. See Exhibit 1.

10. On August 3, 2015, World Fuel Services delivered 400.4000 metric tons of fuel oil to the M/V NOVA STAR at the total price of \$156,156, at Portland, Maine.

11. The bunker delivery receipt reflecting delivery of 400.4000 metric tons of fuel oil to the M/V NOVA STAR is attached hereto as Exhibit 2.

12. The M/V NOVA STAR and Nova Star Cruises were invoiced the amount of \$156,156, on August 8, 2015 for the fuel oil delivered to the M/V NOVA STAR on August 3, 2015. The invoice is attached hereto as Exhibit 3.

13. Subsequently, on or about August 7, 2015, World Fuel Services entered into an agreement with the M/V NOVA STAR and Nova Star Cruises to provide bunkers to the M/V NOVA STAR. A copy of the confirmation of the agreement is attached as Exhibit 4.

14. The agreement provided that WFS’s independent subcontractor and third party physical supplier Global would make the fuel delivery. The agreement incorporated, by explicit reference, World Fuel Services’ General Terms and Conditions and provided the web address to access those terms and conditions. See Exhibit 4.

15. World Fuel Services delivered 400.5100 metric tons of fuel oil to the M/V NOVA STAR at the total price of \$152,193.80 on or about August 10, 2015 at Portland, Maine.

16. The bunker delivery receipt reflecting delivery of 400.5100 metric tons of fuel oil to the M/V NOVA STAR on August 10, 2015 is attached hereto as Exhibit 5.

17. The M/V NOVA STAR and Nova Star Cruises were invoiced the amount of \$152,193.80 on August 17, 2015 for the fuel oil delivered to the M/V NOVA STAR on August 10, 2015. A copy of said invoice is attached hereto as Exhibit 6.

18. Subsequently, on or about August 12, 2015, World Fuel Services entered into an agreement with the M/V NOVA STAR and Nova Star Cruises to provide fuel oil to the M/V NOVA STAR. A copy of the confirmation of the agreement is attached as Exhibit 7

19. The Agreement provided that World Fuel Services' independent subcontractor and third party physical supplier Global would make the fuel delivery. The agreement incorporated, by explicit reference, World Fuel Services' General Terms and Conditions and provided the web address to access those terms and conditions. See Exhibit 7.

20. On or about August 17, 2015, World Fuel Services provided the contracted-for fuel oil to the M/V NOVA STAR at Portland, Maine.

21. The bunker delivery receipt reflecting delivery of 402.2700 metric tons of fuel oil to the M/V NOVA STAR on August 17, 2015 is attached hereto as Exhibit 8.

22. The M/V NOVA STAR and Nova Star Cruises were invoiced in the amount of \$152,862.60 on August 24, 2015 for the fuel oil delivered to the M/V NOVA STAR on August 17, 2015. A copy of said invoice is attached hereto as Exhibit 9.

23. Despite requests for payments for the amounts due for the fuel provided, Nova Star Cruises, and the M/V NOVA STAR have failed to pay the amounts due and the M/V NOVA STAR is currently under arrest for amounts owed to another creditor.

24. World Fuel Services has a maritime lien on the M/V NOVA STAR for the unpaid principal balance due of \$461,212.40 for necessities provided to the vessel pursuant to 46 U.S.C. §§ 31341 and 31342, and World Fuel Services is entitled to a judgment against said vessel in the amount of its claim, with interest and costs, including custodial fees.

25. Pursuant to the General Terms and Conditions of World Fuel Services applicable to this purchase of the fuel oil, interest accrues on the unpaid balance at the rate of two-percent (2%) per month pro rata, which as of November 1, 2015 totaled \$7,087.29.

26. Said World Fuel Services General Terms and Conditions also provide for a five-percent (5%) administrative fee on outstanding balances that remain unpaid when due, and which in this case totals \$23,060.62.

27. The General Terms and Conditions of World Fuel Services, which are contained on its website and referenced in the Purchase Confirmation are attached hereto as Exhibit 10.

28. By reason of the aforementioned failure to pay for fuel oil that were provided to the M/V NOVA STAR by World Fuel Services, the sum of \$491,360.31 is justly due and owing to World Fuel Services from Nova Star Cruises. A copy of the World Fuel Services Statement of Account showing the total outstanding balance as of November 1, 2015 is attached as Exhibit 11.

WHEREFORE, Intervening Plaintiff World Fuel Services Inc. demands:

- (a) That process *in rem* and a warrant for the arrest in due form in accordance with the practices of this Honorable Court and causes of admiralty and maritime jurisdiction issue against the M/V NOVA STAR, her engines, tackle, equipment and appurtenances, etc., with notice to all persons claiming any interest therein to appear and answer this Verified Complaint;

- (b) That the claim of World Fuel Services, Inc. be adjudged to be a maritime lien on the M/V NOVA STAR, her engines, tackle, appurtenances, etc., and that a judgment be entered in favor of World Fuel Services, Inc.. against the M/V NOVA STAR, her engines, tackle, equipment, appurtenances, etc., for the amount of \$461,212.40 with interest, costs, custodial fees, and attorneys' fees;
- (c) That the M/V NOVA STAR, her engines, tackle, equipment and other appurtenances be condemned and sold to pay the judgment entered in favor of World Fuel Services, Inc.; and
- (d) That a judgment be entered against NOVA STAR CRUISES, LTD. in the amount of \$491,360.31, with interest, costs, and attorneys' fees;
- (e) That World Fuel Services, Inc. have and recover such other further relief as the justice of this cause may require.

WORLD FUEL SERVICES, INC.

Nov. 9, 2015

/S/ Nicholas H. Walsh

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Certificate of Service

The undersigned has this day served this pleading upon all parties of record by ECF.

Date: November 9, 2015

/S/ Nicholas H. Walsh
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